

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

-----X

SANTOS ARNULFO ESCOBAR, and
FRANCISCO GALINDO APARICIO
*Individually and on behalf of others similarly
situated*

Case No. 19-cv-00510

Plaintiffs,

DEFAULT JUDGMENT

v.

MAHOPAC FOOD CORP
d/b/a Associated
f/d/b/a Pioneer
DARHAN DARHAN
HAMED DOE, and
JOE DOE
a/k/a Hakmet A Otham
a/k/a Joey Othman

Defendants.

-----X

DEFAULT JUDGMENT

This action was commenced in the Eastern District of New York on January 25, 2019 with the filing of the Complaint. Plaintiff filed an Amended Complaint on January 30, 2019 and filed a Second Amended Complaint on July 31, 2019.

The Amended Summons to the Second Amended Complaint against defendant Joe Doe was issued on August 1, 2019, and the Amended Summons to the Second Amended Complaint against defendant Darhan Darhan was issued on August 8, 2019. The Amended Summons to the Second Amended Complaint was issued against defendant Mahopac Food Corp on January 13, 2020.

The Amended Summons and Second Amended Complaint were served on defendants Darhan Darhan and Joe Doe on August 16, 2019, with filed their proof of services on September

11, 2019. The Amended Summons and Second Amended Complaint was served on Mahopac Food Corp on January 16, 2020, with proof of services filed on January 21, 2020.

Plaintiffs filed their Request for Clerk's Certificate of Default stating that Defendants Hamed Doe; Darhan Darhan and Mahopac Food Corp were properly served with the Second Amended Complaint and failed to appear or otherwise defend this action on December 30, 2019 for individuals and September 9, 2020 for the corporation.

The Clerk's Certificate against defendant Darhan Darhan was entered on January 15, 2020 and the Clerks Certificate agaisnt Mahopac Food Corp was entered on September 9, 2020.

NOW, on motion of Troy Law, PLLC, the attorneys for the Plaintiffs, it is hereby

ORDERED, ADJUDGED AND DECREED as follows:

That Plaintiff Santos Arulfo Escobar has judgment jointly and severally against Defendant Darhan Darhan and Mahopac Food Corp in the amount of \$251,400.14 including compensatory damages, permissible liquidated damages and penalties of violations arising under the New York Labor Law ("NYLL"); plus prejudgment interest pursuant to CPLR § 5001, accruing at the nine percent (9%) per annum rate set forth in CPLR § 5004.

That Plaintiffs are entitled to recover \$7,864.05 in legal fees and \$696.30 in costs.

Totally, Defaulting Defendants are jointly and severally in the amount of \$251,400.14 towards plaintiff and his attorney's.

That if any amounts remain unpaid upon the expiration of ninety days following issuance of judgment, or ninety days after expiration of the time to appeal and no appeal is then pending, whichever is later, the total amount of judgment shall automatically increase by fifteen percent, as required by NYLL §198(4).

This document was entered on the docket on _____

Dated: 3-27-2025, ~~2022~~
Brooklyn, NY

/S/ Frederic Block

Hon.